



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, OLC, ERP, FF

### Introduction

On ~~August 22,~~ **November 30**, 2016, the Tenant applied for dispute resolution seeking the following:

- to make emergency repairs to the rental unit.
- for an order that the Landlord to comply with the *Residential Tenancy Act (the Act)*, Regulations, or tenancy agreement.
- for a monetary order for money owed or compensation for damage or loss under the Act, Regulation, or tenancy agreement.
- to recover the cost of the filing fee.

The matter was scheduled for a teleconference hearing. The Tenant appeared at the hearing; however, the Landlord did not. The Tenant provided affirmed testimony that she served the Landlord with the Notice of Hearing on November 30, 2016, in person at the dispute address. She testified that she also provided the Landlord's wife with a copy of the Tenant's documentary evidence. I find that the Landlord has been served with the Notice of Hearing in accordance with the Act.

The hearing process was explained. The Tenant was provided with an opportunity to ask questions about the hearing process. She was provided with the opportunity to present affirmed oral testimony and to make submissions during the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

- Is the Tenant entitled to compensation for damage or loss?
- Is the Tenant entitled to an order for the Landlord to make repairs and/or emergency repairs to the unit?
- Is the Tenant entitled to recover the cost of the filing fee?

### Background and Evidence

The Tenant testified that the tenancy began on March 1, 2016, as a month to month tenancy. Rent in the amount of \$900.00 is due on the first day of each month. A security deposit of \$450.00 was paid by the Tenant to the Landlord.

The Tenant testified that after the Landlord installed a new high efficiency furnace in October 2016, she has experienced severe allergic reactions. She testified that she has a constant headache and a cough.

The Tenant testified that she detected a strong odor coming from a hole in the wall in the kitchen. She spoke to the Landlord about the issue and he came into the unit for a look but could not determine the source of where the strong smell is coming from.

The Tenant testified that she asked the Landlords to change their laundry detergent to an unscented brand, and picked some out for the Landlord; however, the Landlord does not want to use it.

The Tenant is requesting that the Landlord be ordered to cover up the hole in the wall behind the stove and cupboards to stop the smell from the Landlords unit being blown into her rental unit.

The Tenant also requested that the Landlord be ordered to repair the following items:

- a cracked tile on the bathroom floor that is sharp.
- a kitchen cabinet door that has fallen off.
- a leaking kitchen tap
- shower door that will not close
- bathroom ventilation fan

The Tenant requested that the Landlord be ordered to use nontoxic; non scented, laundry products. The Tenant submitted that the Landlords use of such products puts her health at risk.

The Tenant is seeking compensation in the amount of \$900.00 for dealing with the problem.

## Analysis

Section 32 of the Act states that a landlord must provide and maintain residential property in a state of decoration and repair that:

- (a) complies with the health, safety and housing standards required by law, and*
- (b) having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.*

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

The Landlord failed to attend the hearing. The Tenant provided affirmed testimony that the rental unit requires repairs.

Pursuant to section 32 of the Act, I order the Landlord to repair the following items:

- the hole in the wall behind the stove and cupboards
- the cracked tile on the bathroom floor
- the kitchen cabinet door
- the leaking kitchen tap
- shower door

The Landlord should investigate the ventilation fan in the bathroom to avoid future problems caused by inefficient ventilation of moisture in the bathroom.

I decline an order granting the Tenant monetary compensation. The Tenant has had full use of the rental unit. Any loss of use of the unit is due to the Tenant's allergies.

If the Landlord fails to comply with my order to fix the items listed above in a reasonable amount of time, the Tenant may reapply for Dispute Resolution and seek compensation.

I do not have the authority to order the Landlord to stop using scented laundry detergent. There is no evidence that the Landlord is intentionally using scented laundry soap to cause the Tenant harm. There is no evidence of an agreement or a term or condition in the tenancy agreement, restricting the use of scented laundry soap. The Landlord is free to use any commercially available laundry soap on the market.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. As the Tenant was mostly successful in her application, I order the Landlord to repay the \$100.00 fee that the Tenant paid to make application for dispute resolution.

I authorize the Tenant to deduct the amount of \$100.00 from one (1) future rent payment.

Conclusion

The Tenant's application was mostly successful. I order the Landlord to complete the repairs within 30 days of receiving this decision. The Tenant may apply for compensation if the repairs are not completed as ordered.

I authorize the Tenant to deduct the amount of \$100.00 from one (1) future rent payment.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: January 3, 2017

**Corrected: February 17, 2017**

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Residential Tenancy Branch